

A. P. D. S. S.

PRELIMINARY SPECIFICATIONS

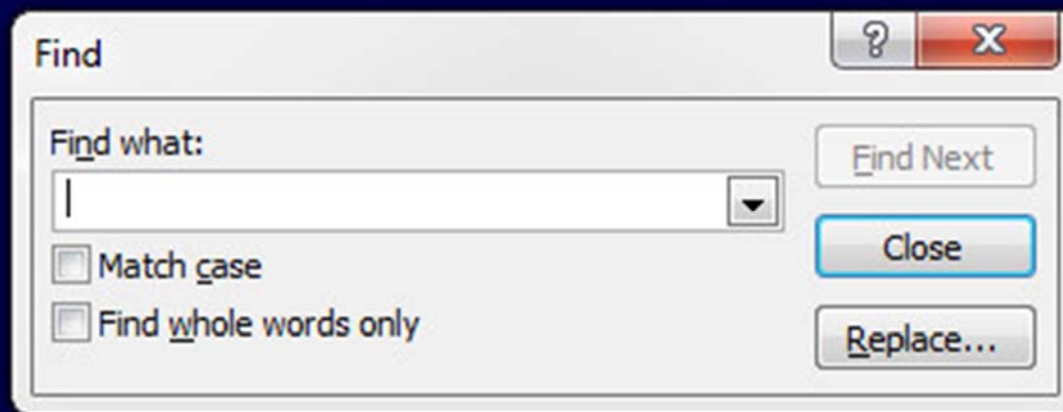
ANDHRA **P**RADESH

DETAILED **S**TANDARD **S**PECIFICATIONS

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HOW TO BEST USE

- ✓ Press Find command Ctrl+F



- ✓ Type the word for search.
- ✓ Go on pressing 'Enter' key.

DEPARTMENTAL CODES

- The **FOUR** Departmental Codes relating to Engineering personnel working in Andhra Pradesh State.
 - I. The Andhra Pradesh Public Works Department Code.
 - ✓ Called in short as "D" code.
 - II. The Andhra Pradesh Public Works Account Code.
 - ✓ Called in short as "A" Code.
 - III. The Andhra Pradesh Detailed Standard Specification.
 - ✓ Called in short as -APDSS.
 - IV. The Andhra Pradesh Standard Scheduled Rates and Standard Data.
 - ✓ Called in short as SSR and DATA .

I. The Andhra Pradesh Public Works Department Code.

"D" code deals with

- Establishment and Organization of Department,
- Classification of the operation of the Public Works Department,
- Administrative approval,
- Technical Sanction,
- Preparation of Projects, Reports and Estimates,
- Execution of Works,
- Completion Reports,
- Public Building,
- Miscellaneous rules regarding office works.

II. The Andhra Pradesh Public Works Accounts Code.

"A" code deals with

- Preparation of Bills and matters pertaining to the Bill,
- Procedure of Scrutiny of work bills,
- Contract Procedures relating to L.S. and K2 Contracts,
- Agreements of peace works

III. The Andhra Pradesh Detailed Standard Specification.

"APDDS"

- APDDS previously known as MDSS-Madras Detailed Standard Specification
- It is an indispensable book to all Engineering Departments.
- It evolves to govern all the Engineering Branches of the Government or Autonomous bodies.
- It is the authority which the contractors have to invariably follow.
- Contract Act , the Constitution and other laws prevail and not APDDS,
- This code consists of
 - 1) PRELIMINARY SPECIFICATIONS.
 - 2) STANDARD SPECIFICATIONS.

III. The Andhra Pradesh Detailed Standard Specification.

➤ PRELIMINARY SPECIFICATIONS- 73 NO ::

- ✓ Embodies the contractual relationship between the Government and the Contractor.
- ✓ Are non-statutory and are invalid before Law.
- ✓ Are amenable to (inclined to) the provisions of Contract Act.
- ✓ Additions and alterations will be approved by the Government.

➤ STANDARD SPECIFICATIONS – 16 Sections::

- ✓ Are Technical Specification of works, River Conservation and Road Works.
- ✓ Additions and Alterations (which do not involve Legal implications) will be approved by Chief Engineer (General).

ENGINEERING DEPARTMENTS in ANDHRA PRADESH

Government of Andhra Pradesh consists of THREE branches ::

- I. Public Works Department,**
- II. Irrigation Department,**
- III. Roads and Building Department.**

AUTONOMOUS BODIES OF ENGINEERING in ANDHRA PRADESH

Government of Andhra Pradesh consists of following Autonomies Bodies::

- 1) Panchayat Raj Engineering Department,
- 2) Municipal Engineering Department,
- 3) Water Works and Drainage Board,
- 4) Housing Board,
- 5) Tirumala- Tirupathi Devasthanams,
- 6) Roads Transport Corporation,
- 7) Electricity Board,
- 8) Police Housing Board.

IMPORTANT NOTE ON GOVERNMENT ORDER

- **A Government Order issued by the Engineering Department, on any particular matter will apply to other Engineering Departments also, unless a different Government Order is issued on the same matter in respect of other Department.**

A.P.D.S.S SECTIONS - 10

- A. Preface No. 1-10
- B. Statement of approximate quantities in Schedule A No. 11-13
- C. Drawings and Specifications No. 14-19
- D. Materials and Workmanship No. 20-32
- E. Included in Contract rates No. 33-43
- F. Responsibilities and Liabilities of the Contractor No. 44-51
- G. Miscellaneous No. 52-57
- H. Date of commencement, completion, delays, extensions, suspension of work and forfeiture No. 58-61
- I. Particulars of Payment No. 62-72
- J. Arbitration and Claims of Contractors on Arbitration cases No. 73

PRINCIPLE of SUPERMACY of SOVEREIGN

- The A.P.D.S.S is a code which had its humble beginnings during the British period, in the year 1922 A.D.
- At that time Public Works were at low key.
- The law did not develop as it is today.
- The Imperial regime evolved a Code more on the principle of supremacy of Sovereign at the expense of contractors.
- After Independence, the Contractors have challenged many of the provisions of the code which are onerous, involving heavy obligations.
- The Courts have declared some of the Preliminary Specifications as invalid.

SPECIFICATIONS & COURT JUDGMENTS

The sections frequently raised in the Court of Law.

- PS 59. Delays and Extension of time.
- PS 60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts
- PS 69. Interest on money due to contractor.
- PS 71. Recovery of money from contractor in certain cases.
- PS 73. Arbitration.

SHALL

The use of the word
“shall”
in making the provision
is Intended to make the provision it self
Obligatory (routine as to be expected of everyone)
not
Directory (give authoritative instructions).

1. Intent and Reference to A.P.S.S.

The Andhra Pradesh Standard Specifications are intended to describe

- a) The character of the materials to be used:
- b) The method of execution of work:
- c) The contractor's responsibilities and liabilities to the Public, Government and his workmen and
- d) General Conditions which are to be accepted by every contractor who execute the work entrusted to him by the PWD of Andhra Pradesh.

1. Intent and Reference to A.P.S.S.

When ever

The term “Standard Specification” or

The abbreviation “A.P.S.S.”

is used in

the Estimate or Contract document

it shall refer to

the relevant specification in A.P.S.S. book and its addenda volume.

2. Applicability of A.P.S.S.

- When a Standard Specification NUMBER is defined in a tender notice or in the contract schedule
 - It is not necessary to include the Standard Specification for any item of work in any contract document .
 - The contractor is to execute the work according to such Standard Specification.
- This Preliminary Specification shall apply to all agreements entered into by contractors with P.W.D.
- It shall form an inseparable condition of contract.

3. Contractor to sign in the Divisional (or the Sub-Divisional) copy of A.P.S.S.

- **Every P.W.D. Contractor ::**
 - Shall carefully **study Standard Specifications** for all items of work included in the schedule of work.
 - Shall carefully **study his obligations** under the “Preliminary Specification” which apply to all agreements,
 - Shall **sign in** the Division copy of the A.P.D.S.S. as evidence that he (i) understands the conditions of contract governing his agreement and (ii) accept the conditions.
 - Shall peruse (read) the Divisional office copy to become conversant with sanctioned alterations or additions made to A.P.D.S.S.
 - Shall sign alterations and addendum volume maintained at Divisional office.

4. Term “Specification” apart from “Standard Specification”

When Specification (Standard specification) is used in contract document

- ✓ Meaning :: The specification or plan prepared for the particular item referred to in the document.
- ✓ Instruction :: It is an instruction of the contractor in executing that ITEM of work.

5. Sub-Specifications

- ✓ Works of similar nature are grouped under one specification number.
- ✓ They have many common clauses in their specification.
- ✓ The group is called “General”.
- ✓ Sub-specification are given an alphabetical “suffix”.

6. Additions and alterations to the standard specifications in the A.P.S.S.

Additions and alterations to

- ✓ The standard specifications in the A.P.S.S.

Will be approved by the Chief Engineer (General) in consultation with other Chief Engineers, only in case the additions and alterations do not involve legal implications.

- ✓ Preliminary specification and Standard forms

Will be approved by Government.

7. Powers of Superintending Engineers and Executive Engineers to supplement or alter A.P.S.S.

ALTERATION::

- ✓ Superintending Engineer and Executive Engineer may alter the Standard Specification for any particular contract, which is within their powers of sanction.
- ✓ Alteration may be done when such alteration found necessary.
- ✓ Correction sheet
 - ✓ Shall be attached to the contact form.
 - ✓ Shall show the Standard Specification number and the corrections made.
 - ✓ Shall be signed by Superintending Engineer or Executive Engineer as the case may be together with the signature of the contractor.

7. Powers of Superintending Engineers and Executive Engineers to supplement or alter A.P.S.S.

ADDITIONAL SPECIFICATION ::

- ✓ Superintending Engineer and Executive Engineer may make additional specification for items for which there is no Standard Specification.
- ✓ Additional Specification sheet
 - ✓ Shall be attached to the contract form.
 - ✓ Shall be signed by Superintending Engineer or Executive Engineer as the case may be together with the signature of the contractor.

8. Definition of terms

EXECUTIVE ENGINEER ::

- The Executive Engineer refers to the Executive Engineer being in charge of for the concerned work under execution.
Or
- Departmental assistants or subordinates to whom the Executive Engineer have delegated certain duties.
- The assistants or subordinates shall act individually within the scope of the particular duty entrusted to him.

8. Definition of terms

EXECUTIVE ENGINEER ::

- The Executive Engineer, Superintending Engineer or higher authority should not delegate powers which affect agreement and contract conditions.
- The duties of such assistants or subordinates will be solely duties of supervision to ensure compliance with contract conditions.

8. Definition of terms

CONTRACTOR ::

- **A particular person, firm or corporation with whom an agreement has been made by the Executive Engineer or higher authority for executing work defined in the contract agreement.**
- **It shall include the contractor's authorized agent, who is maintained on the work by the contractor.**
- **When two more contractors are engaged on construction work in the same vicinity, the Executive Engineer shall be authorized to direct the manner in which each shall conduct the work so far as it effects other contractors.**

9. Evidence of Experience.

- In the event of the contractors' tender being accepted,
- They have to present satisfactory evidence to the Executive Engineer
 - I. That they are regularly engaged in constructing such works as they propose to execute now.
 - II. That they are fully prepared with the necessary capital, machinery and material to begin the work promptly,
 - III. That they can carry the proposed work as per A.P.S.S.

10. Legal Address- Notices

- The tenderer should give in their tender, their place of residence and postal address.
- The delivering of letter or other communication
 - At the above named place or
 - Posting in post box or
 - Sending by registered post
- Shall be deemed sufficient service in serving the communication to the contractor in writing.
- The tenderer can change his address at any time by an instrument executed by the contractor and delivered to the Executive Engineer.
- There is no condition in agreement that can prevent the service of any notice, letter, or other communication upon the contractor personally.

11. Quantities approximate and contractor to verify nature and amount of work

- The QUANTITIES mentioned in **Tender Notice** and given in **Agreement** (Schedule A) are worked out from relevant drawings in P.W.D. office.
- These QUANTITIES may or may not be the actuals required for execution.
- The Executive Engineer does not agree that the actual amount of work to be done will correspond to the work.
- The Executive Engineer reserves the right to increase or decrease the quantity of any class or portion of work as he deems necessary.
- There shall not be any change in the over all scope of work due to the above mentioned changes.

11. Quantities approximate and contractor to verify nature and amount of work

- Tenderers must satisfy themselves the accuracy and sufficiency of statement of quantities and all conditions affecting the work (by personal examination of the site, the plans, the specification and by other means).
- After submission of tender, the tenderer shall not dispute or complain the statement of quantities.
- The tenderer shall not assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- In consequence of misunderstanding , the tendered shall not apply for extension of time for completion beyond the agreement date.

12. Approximate not to mean deviation from drawings and specifications.

- ✓ The declaration of the approximate nature of the statement of quantities in Schedule A does not imply that the quantities will be increased.
- ✓ The contractor shall not **departure** from the sanctioned drawings and specifications to suit his own given convenience or reduce his costs.

13. To compare tenders.

- The quantities in Schedule A are for a uniform comparison of Lump-sum tenders.

14. Purpose

- The contract **DRAWINGS**, if any, read together with
- The contract **SPECIFICATIONS** are intended to
 - To show and explain the manner of executing the work and
 - To indicate type and class of materials to be used.

15. Conformance -- (a)

The works shall be carried out in accordance with::

- The directions and to the reasonable satisfaction of the Executive Engineer.
- The drawings and specifications which form part of contract and
- The Further Supplemental drawings, details and instructions and explanations given time to time by the Executive Engineer (In case of discrepancies).

15. Conformance -- (b)

➤ In case the contractor

- Opines that the schedule rate in the contract does not legitimately cover the work comply with **FURTHER DRAWINGS**, details, directions, instructions,
- He shall give notice to the Executive Engineer before starting such work.

➤ In the event

- The Executive Engineer and the contractor failing to agree any excess rate to be fixed on such work
- The Executive Engineer deciding that the contractor is to carry out the said work,
- Then the contractor shall carry out that work.

15. Conformance -- (b)

- **Rate for Further Work ::**
 - Executive Engineer shall settle the rate at his sole discretion under the cause of his preliminary specification.
 - If the above clause is not in effect
 - Arbitrator shall settle the rate.
 - And the payment will be made to the contractor.

15. Conformance -- (c)

Contractor responsibility is to give timely notice to the Executive Engineer in case of following discrepancies::

- Anything shown on the drawing not mentioned in the specification.
- Anything mentioned in the specification and not shown in the drawings.
- Error or discrepancy in drawings **or**
- Error or discrepancy in specifications.

And the contractor shall obtain the Executive Engineers orders on this issue.

- Figured dimensions are to be taken,
- Not from scaling the drawings.

15. Conformance -- (c)

➤ In any discrepancy between

- Drawings and
- Specifications

The Specifications shall prevail.

The contractor shall immediately apply to the Executive Engineer for further instructions, drawings and specifications. In case, any feature of work is not fully described and set forth in drawings and specifications::

- The subject is to be dealt with under building procedure of best modern practice.
- The executive Engineer will furnish the further instructions, drawings or specifications.

16. Variations by way of modifications, omissions or additions – (a)

- The Executive Engineer will issue
 - Revised plans,
 - Written instructions or
 - Both Revised plans and written instructions.
- For all modifications, omission from or additions to the drawings, specifications.
- Modifications, omissions or additions shall be made only when so authorized and directed by the Executive Engineer in writing.

16. Variations by way of modifications, omissions or additions – (b)

- The Executive Engineer shall have the Privilege of ordering.
 - Modifications,
 - Omissions or
 - Additions.
- At any time before completion of work.
- Such ORDERS shall not operate to
 - Declare in valid those portions of the specifications with which said changes do not conflict.

17. Copies of drawings and specifications

- For the use and reference of CONTRACTOR
 - ✓ The Executive Engineer should furnish a copy of DRAWING, SPECIFICATIONS and SUPPLEMENTARY DETAILS to the contractor at free of cost.
 - ✓ The contractor should purchase a copy of A.P.S.S. at his own cost.
- These copies shall be kept on the work until its completion.
- The Executive Engineer shall have access to them at all times.

18. Signed drawings – no authority to the contractor

- The contractor should not take signed drawings itself as an order for variation.
- He should confirm that the drawing is an authority for variation (for the contract under reference) only
 - ✓ After the drawings are entered in the agreement schedule of drawings under the proper attestation of the contractor and the Executive Engineer or
 - ✓ The drawings are sent to the contractor by the Executive Engineer through a covering letter.

19. Finished sizes

WOOD WORK ::

- The Figured dimension are to be the finished sizes after dressing or planning or cutting, **when marked as “NETT”**.
- An allowance 1.50 mm will be permitted for planning for each planned finished of wood-work, **when not marked as “NETT”**.
- This allowance will only be permitted in case of Sections 15mm thick or over.

MASONRY WALLS and REINFORCED CONCRETE ::

- Finished dimensions are the Figured dimensions Exclusive of the thickness of plaster or skirting or cement or wall lining (by default).
- If specifically stated Figured dimensions are total dimensions.

20. To be the best quality

- All Material, Article and Workmanship shall be the **BEST** of their respective kinds for the class of work described in the contract specification & schedule.
- Material shall be obtained from sources approved by the Executive Engineer.
- **BEST** shall mean, there is no superior quality of Material of Finish or Articles on the market.

20. To be the best quality

- Upon request of Executive Engineer, the contractor shall furnish the vouchers to prove that the materials are such as are specified.
- The contractor shall furnish the samples of materials at his expense to the Executive Engineer prior to execution of any work
 - When called for in the tender notice or
 - When ordered by the Executive Engineer.

21. Convention for proportions

- ✓ Wherever the proportions are written by figures without further description then the usual conventions will apply.
- ✓ Example ::
 - ✓ 1:2 means 1 cement and 2 sand
 - ✓ 1:2:4 means 1 cement, 2 sand, and 4 aggregate

22. Measurement and mixing

MEASUREMENTS ::

- ✓ Loose materials (sand, cement, broken stone) shown in proportions must be measured in properly constructed measuring boxes.
- ✓ Or in such other manner as shall be instructed by the Executive Engineer.
- ✓ Measurement is not to be done in loose heaps when intimate mixes such as mortar, concrete etc., are to be formed.

22. Measurement and mixing

MIXING ::

- ✓ Mixing must always be done on closely constructed **platforms.**
- ✓ During mixing, no foreign material can be incorporated.
- ✓ The **platforms** must be approved by the **Executive Engineer.**
- ✓ **The contractor shall borne the cost of Measuring Boxes and Platforms.**

23. Data

➤ The

➤ (i) Materials and

➤ (ii) Labour

Utilized in the execution of work by the contractor **shall not be less than** that given in the A.P.W.D. standard data for relevant items.

24. Lay-out of material stacks

- ✓ Before start of the work, the contractor shall submit a detailed **SITE SURVEY** to the Executive Engineer (clearly indicating positions and areas where materials shall be stacked and shed built).
- ✓ That **SITE SURVEY** should be approved by the Executive Engineer.
- ✓ The contractor shall deposit the materials for the purpose of the work on the **GROUND** approved in **Site survey**.

25. Source of purchase of materials and stores

- During the progress of work, the Executive Engineer shall have power to cause the contractor to purchase and use such materials from Government stores or other sources as specified in the contract.

26. Contractor liable for materials supplied by the Government

- ✓ The contractor shall be responsible for all materials and other things supplied by Government from the time he takes delivery of them.
- ✓ He shall use them only for the purpose of this contract.
- ✓ He shall make good any loss , damage, wastage or undue wear and tear that may take place from whatever cause.
- ✓ He shall pay to Government for such losses and damages etc., such sum as the Executive Engineer may determine.

27. Test inspection and rejection of defective materials and work – (a)

- ✓ The contractor shall provide proper facilities at all time, for testing of materials and inspection of the work by the Executive Engineer
- ✓ The Executive Engineer shall have access at all times to the place of storage or manufacture to determine the manufacture is proceeding in accordance with drawings and specifications.

27. Test inspection and rejection of defective materials and work – (b)

- ✓ The vendors shall supply test certificates to the contractor, when the Contractor purchases consignment of cement, steel and other materials in respect of which such certificates are usually available.
- ✓ When ever the Executive Engineer demands test certificates for inspection, the contractor shall forward the same to the Executive Engineer.

27. Test inspection and rejection of defective materials and work – (c)

- ✓ The Executive Engineer shall have power to reject at any stage, any work which he considers to defective in quality of material or workmanship.
- ✓ He shall have power to reject wrought (finished) materials, even though the same were passed previously in an un worked condition.
- ✓ The Executive Engineer shall give written instructions to the contractor to take down and remove rejected materials from work site.

27. Test inspection and rejection of defective materials and work – (c)

- ✓ The contractor shall remove the same within 24 hours of written instructions of the Executive Engineer.
- ✓ Replacement shall at once be made in accordance with the specifications and drawings, at contractor's risk.
- ✓ In case the contractor do not Replace the rejected materials as ordered by the Executive Engineer, the Executive Engineer shall have power to employ and pay other persons to carry out the orders.

27. Test inspection and rejection of defective materials and work – (c)

- ✓ All expenses in removing the rejected material and replacing the same shall be borne by the Contractor.
- ✓ The Executive Engineer may allow to remain the work not done in accordance with the contract.
- ✓ In that case the Executive Engineer shall make such allowance for the difference in value, as in his opinion may be reasonable.

27. Test inspection and rejection of defective materials and work – (d) Works opened for inspection.

- ✓ The Executive Engineer shall request the contractor to open, any work covered up, for inspection duly fixing the time.
- ✓ The contractor shall comply with and open the same.
- ✓ In case the contractor refuses to comply with the Executive Engineer, the Executive Engineer may employ the workmen to do the same.
- ✓ Whether the expenses for opening shall be born by the contractor or by the Government depends on the following conditions.

27. Test inspection and rejection of defective materials and work – (d) Works opened for inspection.

- ✓ In case the work is covered up **in violation** of the Executive Engineers instructions.
- ✓ **The contractor shall pay the expenses for opening it for Executive Engineer inspection and after covering it up.**
- ✓ **Or the expenses shall be recovered from the contractor and paid to work men employed.**

27. Test inspection and rejection of defective materials and work – (d) Works opened for inspection.

- ✓ In case the work is covered up **not in violation** of Executive Engineer's instructions
 - ✓ Also If the work is not as per drawings and specification or written instructions of the Executive Engineer,
 - ✓ The **contractor shall pay** the expenses for opening it and covering it up.
 - ✓ Or the expenses shall be **recovered from the contractor** and paid to work men employed.

27. Test inspection and rejection of defective materials and work – (d) Works opened for inspection.

- ✓ In case the work is covered up **not in violation** of Executive Engineer's instructions
 - ✓ Also the work is found as per drawings and specification or written instructions of the Executive Engineer,
 - ✓ The **Government shall pay** the expenses for opening it and covering it up by adding the sum to contractor bill.
 - ✓ Or the expenses shall be paid to work men employed.

27. Test inspection and rejection of defective materials and work – (d) Works opened for inspection.

In case Foundations or any other Urgent works

- ✓ The contractor shall open the foundations for immediate inspection and issue notice to the Executive Engineer.
- ✓ The Executive Engineer shall inspect the work within reasonable time.
- ✓ In case the Executive Engineer do not inspect the work in the reasonable time, the contractor may cover up the work.
- ✓ After covering it , it is not required to open.
- ✓ In case it is required to open, it shall be done at the expense of the Government.

28. Defects, shrinkage etc., after completion

- Any defects, shrinkage or other faults which may appear in **SIX Months** from completion of work and The Executive Engineer opines that such defects are due to
 - The faulty materials or workmanship,
 - The work is not in accordance with drawings and specifications, or
 - The work is not in accordance with the instructions of the Executive Engineer
- The Executive Engineer shall direct the contractor in writing to amend and make good such defects etc. within a specified time.

28. Defects, shrinkage etc., after completion

- The contractor comply with and shall amend and make good such defects etc. within a specified time.
- The expenses for such rectifications
 - Shall be done at the cost of contractor or
 - The Executive Engineer may fix reduced rates and pay the same.
- In case the Contractor fails to attend such defects
 - The Executive Engineer may employ other persons to amend and make good such and pay to him.
 - The payment shall be made at the cost of contractor.

28. Defects, shrinkage etc., after completion

- In the event the Government taking over portion or portions of work
 - As and when they are completed,
 - They are independent and have no connection with main work,
- The Liability of the contractor shall be limited to **SIX MONTHS** from the date of taking over of such portion or portions.

29. Executive Engineer's decision

- The decision of the Executive Engineer is final and binding on the contractor in the matters regarding
 - Materials,
 - Workmanship,
 - Removal of improper work,
 - Interpretation of the contract drawings and contract specifications,
 - Mode of Procedure and
 - Carrying out of the work.
- The decision of the Executive Engineer is **final and conclusive**
 - In any technical question which may arise touching contract.
- These conditions shall be accepted as inseparable part of contract to
 - Prevent Disputes and Litigations.

29. Executive Engineer's decision

- In the case of **difference** between the Executive Engineer and contractor on the matters regarding
 - **Materials,**
 - **Workmanship,**
 - **Removal of improper work,**
 - **Interpretation of the contract drawings and contract specifications,**
 - **Mode of Procedure and**
 - **Carrying out of the work.**

The Contractor shall have the right to appeal to the Superintending Engineer of the Circle and the decision of the Superintending Engineer shall be **final and conclusive**.

30. Dismissal of Workmen

- ✓ If the Executive Engineer opines that an employee of the contractor on the work
 - ✓ Is incompetent or
 - ✓ Misconduct himself and
 - ✓ The E.E. orders to dismiss from the work,
- ✓ The contractor shall dismiss that employee immediately.
- ✓ The contractor shall not reappoint that employee without written permission of Executive Engineer.
- ✓ The contractor may appeal to the Superintending Engineer of the Circle against that dismissal.

31. Contractor's maistri or agent and Contractor's staff

- ✓ The contractor shall constantly keep a competent maistri or agent on work.
- ✓ The Executive Engineer or his representatives shall give any directions or explanations to the agent.
- ✓ The directions and explanations given to agent shall be held to have been given to the contractor.
- ✓ The contractor provide all the staff necessary for
 - ✓ Supervision
 - ✓ Execution and
 - ✓ Measurement of work,To ensure full compliance with the terms of the contract.

32. Government maistries or agents

- Government can appoint an agent, clerk of works, or maistri to represent the Government on works.
- The agent, clerk of works, or maistri is not borne on official list of officers and subordinates of P.W.D.
- He acts in the absence of the Executive Engineer.
- He shall furnish the contractor with the Executive Engineer's instructions as to the progress and execution of works.
- The contractor shall comply with such instructions and directions.

32. Government maistries or agents

- He shall furnish written requisition and stay further progress of work which in his judgment, the construction is unsound, materials are improper.
- The contractor shall stay the work until the opinion and determination of Executive Engineer is obtained.
- The agent, clerk of works, or maistri have no power to order any extra works or deviations from the specifications and drawings.

33. Defining Contract Schedule Rates

- The rate entered in a contract schedule
 - ✓ Shall be for finished item of work and
 - ✓ Shall include all CONTINGENT expenses (both direct expenses on work or expenses imposed by out side authority).
- The Contractor not entitled to claim extra on such CONTINGENT expenses.

34. Carriage – (a)

- Rates for finished item of work shall include cost of
 - Conveyance and all leads,
 - Lifts,
 - Loading,
 - Unloading and
 - Stacking
- The stacking shall be done in the manner and at place order by the officer immediate charge of the work.
- In case circumstances necessitate provision for a separate schedule item for above operations, such will be specified in the tender notice or schedule.

34. Carriage – (a)

- When materials are **supplied by Government**, the place of supply shall be specified in the Descriptive Specification Sheet mentioned in the Tender Notice.
- In the above case no payment will be made for stacking.
- In the absence of information in regard to place of supply will not entitle the contact to any extra payment.

34. Carriage – (b)

- The term “carriage” or “conveyance” shall be taken to include all leads, lifts, loading, unloading and stacking in uniform stacks .
- The stacks shall be of close packing in the case of materials which are to be measured is stacks as a basis of payment for finished item of work.
- The payment for carriage will ordinarily be by bulk or weight at a mileage rate between specified places.
- The payment will be on the basis of method adopted in Standard Schedule of Rates for carriage of materials.
- The distance will be measured by the nearest practicable and cheapest route, whether metaled or unmetaled or cart track.

34. Carriage – (c & d)

(c) When carts or vehicles of any sort are engaged one day at a time, the Executive Engineer shall fix

- The quantity of material to be converted,
- The distance to be travelled and
- The number of trips to be made.

(d) The contractor is responsible for compensation of all losses in transporting material caused by

- Wastage,
- Breakage,
- Theft or
- Any other cause.

34. Carriage – (e)

- ✓ No payments shall be made for return trip with carts empty.
- ✓ Where there are loads also for return trip, the agreement rates should allow for the reduced cost thereby on each set of materials so conveyed.

35. Construction plant

- The Contractor
 - Shall Provide and install all necessary construction plant,
 - Shall use such methods and appliances for performance of all operations connected with the work.
- In the opinion of the Executive Engineer and in order to
 - To secure a satisfactory quality or work and rate of progress and
 - To ensure the completion of work within the specified time.
- The Contractor shall include in his tender price for all the above operations on providing and installation of construction plant.

35. Construction plant

➤ At any time

- Before the commencement of work or
- During the progress of work , or any part of it.

IF the Executive Engineer opines that

- The methods or
- The appliances .

Appear to be insufficient or in appropriate for securing

- The quality of work required or
- The said progress of work

The Executive Engineer may order the contractor

- To increase their efficiency and
- To improve their character.

The contractor shall comply with such orders.

35. Construction plant

- The failure of Executive Engineer to demand such
 - Increase of efficiency and
 - Improvement.

Shall not relieve the contractor from his obligation to secure

- The quality of work and
- The rate of progress .

Required by the contract.

- The contractor alone shall be responsible for the efficiency and safety of his
 - Plant,
 - Appliances and
 - Methods.

[35. Construction plant]

- If the Department intend to supply any tools and plant to the contractor on hire, the details of such

- Tools and Plant
- The hire charges leviable and
- The terms on hiring them

Should invariably be specified

- In the Tender Schedules and
- In the Agreement.

The same should not be varied during the contract period.

- If, however, the Department is not able to supply any of the tools and plant indicated in the agreement, the contractor shall claim no compensations but only can claim reasonable “extension of contract time”

[35. Construction plant]

- If any other tools and plant,
 - That are available with the department but are
 - Not included in the Agreement,Are supplied to the contractor during course of the work
 - The hire charges and
 - The Conditions of hire
- Prevailing in the department at the time of actual supply shall be applicable.

36. Scaffolding instructions

- The Contractor shall provide all requisite scaffolding at his expense.
- The scaffolding shall be double, i.e., it must have two sets of upright supports.
- The contractor shall ensure the safety of work people.
- He must comply with safety instructions issued by the Executive Engineer to ensure safety.
- The contractor will be entirely responsible for any damage or injuries to persons or property resulting from ill-erected scaffolding, defective ladders, or otherwise arising out of his default in this respect.

37. Temporary instructions

- The Contractor shall erect and maintain at his own cost
 - ✓ Temporary weather-proof sheds for keeping materials under cover.
 - ✓ Temporary fences, guards, bridges and roads for execution of contract work or for safeguarding or accomadating the public.
 - ✓ Sheds for housing work men.
- The place and manner of erection of weather-proof should be approved by the Executive Engineer.
- If the Executive Engineer shall order any departure from any arrangements made by the contractor, the contractor shall comply with such orders.

38. Water and lighting

- The contractor shall pay fee and provide water and light as required from Municipal mains or other sources.
- He shall pay all charges for storage tanks, meters for the use of the works and work men.
- He may arrange otherwise and inform the Executive Engineer in writing the same.
- The water shall not be harmful to the work, shall be free from organic matter, and free from salts or other substances likely to interfere with setting of mortar.

39. Latrines for work people

✓ Prior to the commencement of work,

The contractor shall provide and erect sufficient latrines for the use of the work people both the male and the female.

✓ During progress of works,

He shall keep that latrines disinfected and clear at all time.

✓ On the completion of work

He shall remove that latrines,

Disinfect the ground and

Make good all damages.

40. Sun protection, keeping dry and pumping

- ✓ The contractor shall at his own expense arrange all requisite protection of the work and the material against Sun effect or Rain effect.
- ✓ He shall keep all portions of the work free from water to the satisfaction of the Executive Engineer.
- ✓ He shall use his own plant for the above purpose, unless other wise specifically provided in the contract specifications.

41. Tools and seigniorage

- ✓ The contractor shall pay import duties, tolls, octroi, duties, seigniorages, quarry fees, etc., on all materials and articles that he may use.
- ✓ An exemption if specially stated otherwise in the tender notice and subsequently in the contract.
- ✓ The contractor shall pay sales tax under the provisions of AP General Sales Tax, as in force for the time being.
- ✓ The rates for various items of work shall remain unaffected by any change that may be made from time to time in the rates of sales tax.
- ✓ Similarly in case of Custom duties.

42. Setting out works

- ✓ The contractor shall be responsible for the correct setting out of all works.
- ✓ The contractor shall provide at his own cost all labour, materials and staff required for setting.

43. Cleaning up during progress and delivery

- ✓ Before the work is finally handed over, the contractor shall
 - ✓ Burn or remove all rubbish material as it accumulates at site,
 - ✓ Clean down all floors, stairs, doors, windows, surface and soil drains,
 - ✓ Put in a thoroughly complete, clean, sound and workman like state,
- To the satisfaction of the Executive Engineer.

43. Cleaning up during progress and delivery

- ✓ The contractor shall give notice to the Executive Engineer when the work is ready to be handed over.
- ✓ [If the work has been satisfactorily completed in terms of the agreement, The Executive Engineer should take over the work within ONE MONTH of such notice from the contractor.]
- ✓ The contractor shall be responsible for its maintenance until it is taken over by the Executive Engineer.

44. Observance of Laws – Local regulation & notices - Attachments

- The contractor shall conform to the regulations and by-laws of
 - Any Local authority and
 - Any Water and Lighting companies

With whose systems the structure is proposed to be connected.

- The contractor shall conform any variations from drawings or specifications proposed to be necessitated.
- The contractor shall give a written notice to the Executive Engineer specifying the variations proposed to be made and reasons for making them and apply for instructions thereon.

44. Observance of Laws – Local regulation & notices - Attachments

- In case the contractor shall not receive such instructions within **SEVEN DAYS**, the contractor shall proceed with the work
 - Conforming to the provisions (regulations or by-law in question)
- Any variations from drawings or specifications so necessitated shall be dealt with clause 63.
- The contractor shall give all notices required by the said
 - Acts,
 - Regulations or
 - By-Laws

And pay all fees in connections therewith, unless otherwise arranged and deciding on in writing with the Executive Engineer.

44. Observance of Laws – Local regulation & notices - Attachments

- The contractor shall also ensure that no attachments are made against materials or work forming part of or for the use of contract.
- In every case referred to in this clause the contractor shall protect and indemnify the Government against any claim or liability arising from or based on the violation of any such
 - Law, Ordinance, Regulations ,
 - Order, Decree or
 - AttachmentWhether by the Contractor or by his employees.

45. Accidents- Hoarding, Lighting, Observations – Watchmen (a)

- The contractor shall comply with any requirement of law when
 - Excavation have been made or
 - Obstacles have been put in public through fares or
 - In places where there is any likelihood of **accidents**

And he shall provide suitable hoarding, lighting and watch man as necessary.

45. Accidents- Hoarding, Lighting, Observations – Watchmen [(b)]

- It shall be the contractor's sole responsibility to protect the Public and his employees against accidents from any cause.
- The contractor shall indemnify (secure) the Government against any claims for damages or injury to person or property from any accidents.
- The contractor shall execute the 'Indemnity Bond' for the payment of claims coming under
 - (a) Workmen's Compensation Act, 1923,
 - (b) Minimum Wages Act, 1948,
 - (c) Payment of Wages Act. 1936,
 - (d) Contract Labour (Regular and Abolition) Act, 1970 and
 - (e) All other such Acts in force that may be enacted from time-to-time during the currency of the agreement.

45. Accidents- Hoarding, Lighting, Observations – Watchmen (c)

- The contractor shall intimate in writing to the concerned Section Officer of P.W.D. within 24 hours on occurrence of an ACCIDENT.
 - Which results in the death of any of employee of contractor,
 - Which is so serious as to be likely to result in the death of any employee of the contractor.
- The contractor's shall indemnify Government against all loss, damage, penalties or fines sustained by the Government as a consequence
 - The contractor's failure to give intimation of accident as detailed above or
 - The Government's failure to give notice under Workmen's Compensation Act or
 - The Government's failure to conform to the provisions of the said Act in regard to such accident.

45. Accidents- Hoarding, Lighting, Observations – Watchmen (d)

- In the event of an ACCIDENT leading payment of compensation under the Workmen's Compensation Act, 1923, whether
 - By the contractor,
 - By the GovernmentIt shall be lawful for the Engineer to retain out of monies due and payable to the contractor.
- In the opinion of the Executive Engineer the sum of money so retained shall be sufficient to meet such liability.
- The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.

46. Blasting

- Blasting operations, when considered necessary, shall be resorted to only with the written permission of the Executive Engineer.
- Prior inspection shall be carried out for the safety and stability of public property.
- The contractor shall be responsible for the safe custody and proper accounting of the explosive materials.
- The Executive Engineer shall have access to check the contractor's store of explosive and his accounts.
- In case of any accountable shortage or unsatisfactory account, the contractor shall be liable for penal action.

47. Protection of adjoining and existing premises

- The contractor is to protect
 - The whole of the adjoining and
 - The existing premises,
 - All works and
 - All fitting to all Buildings on and adjoining the site.Against structural and decorative damage caused by the execution of these works.
- The contractor shall make good in all respects all such damages done or occurring to the adjoining and leave such reinstatement in perfect order.
- The contractor is also to make good any damage done in the execution of the work to existing public or private footways or roadways.

48. Permit other workmen – Co-operation – Afford facilities

- The Executive Engineer shall have full empower to send workmen upon the premises to execute fittings and other works (say operation) not included in the contract.
- For the above operation, the contractor is to afford every reasonable facility during ordinary working hours.
- Such operations shall be carried on in such a manner as not to impede the progress of the main work included in the contract.

48. Permit other workmen – Co-operation – Afford facilities

- The contractor is not responsible for any damage
 - ✓ which may happen to or
 - ✓ to be occasioned by any such fittings or other works.
- Provided
 - ✓ The contractor complies with the instructions of the Executive Engineer in connection therewith
 - ✓ The damage is not caused by himself or his workmen.

48. Permit other workmen – Co-operation – Afford facilities

- The contractor shall, to all times
 - ✓ Co-operate, Assist, Attend on and Afford facilities for Such specialist as may be employed by the Executive Engineer or Other works in connection with the building.
- The contractor shall allow them
 - ✓ Free of charge, the use of all plant, light and water Installed in the works.
- The contractor shall also cause such special work or protect it as instructed to avoid injury during progress of the works.
- The contractor must make good any damage caused for failure to protect.

49. Holes for water service, gas, electrical and sanitary fittings

- The contractor shall leave all **holes** in masonry and floors for insertion of
 - Water services,
 - Gas and Electrical connections and
 - Sanitary fittingsIn the exact positions indicated by the Executive Engineer during the progress of work.
- As soon as the fittings have been installed, these holes must be built up at the contractor's cost in a workman like manner.
- In case
 - where installations are made during construction of building,
 - The Executive Engineer opines that settlement in accounts will not thereby occurThe holes must be built up.

50. Contractor's risk and insurance

- The contractor shall maintain, the work executed by him, at his own cost until the work is taken over by the Executive Engineer.
- Accordingly the contractor shall arrange his own insurance against **fire and other usual risks** during such period unless otherwise specified.
- The contractor **shall not be liable** for all or any loss or damage occasioned by or arising out of **acts of GOD,** and in particular
 - Unprecedented flood, Volcanic eruption,
 - Earthquake or other convulsion of nature,
 - Invasion,
 - The act of foreign enemies hostilities
 - Or warlike operations, rebellion
 - Military or usurped power.

51. Holidays

- ✓ On SUNDAYS no work shall be done.
- ✓ The work can be done with the written permission of the
 - ✓ Executive Engineer or of
 - ✓ The officer in charge of the work
- ✓ The contractor shall comply with the provisions of the factory Act, in and so far as the same is applicable.

52. Sand and gravel

- The contractor shall not make any excavation upon the site for the purpose of obtaining gravel, sand or soil other than that shown or implied by the drawings.
- However with the previous permission of Executive Engineer, the above materials can be excavated.

53. Old curiosities

- **All old curiosities, relics, coins, mineral etc. found in excavating or pulling down, shall be the property of the Government.**
- **All these should be handed over to the Executive Engineer.**
- **The Executive Engineer's attention shall be called before demolition of any ANCIENT MASONRY or OLD WORK.**

54. Assignments or sub-letting

- Without the written consent of Executive Engineer the contractor shall
 - Not assign the contract,
 - Nor sublet any portion of the contract.
- Ordinarily no sub-letting will be permitted.
- In case the sub-letting is permitted by the Executive Engineer, it shall not free the contractor from any of his responsibilities under any clause of Preliminary Specifications or of the “Articles of Agreement.”

55. Specialists

- ✓ During the progress of work and in the interests of the Government, the Executive Engineer shall have the **power to select, nominate or recommend**
 - ✓ **Tradesmen** to supply material or
 - ✓ **Specialists** to execute the such portion of work as he may consider desirable.

[56. Ratification of the orders of the Executive Engineer]

- ✓ In case the acceptance of tender is beyond the authorized powers of the Executive Engineer (As laid down in the 'D' Code),
 - ✓ The orders and
 - ✓ The decisionsof such Executive Engineer with regard to
 - ✓ Extension of time for the completing the contract
 - ✓ The termination of the contract or
 - ✓ The Employment of specialists for certain portion of work as per PS.55Will be subject to the ratification of the Higher Authority who entered into the Agreement.

57. Order book

- ✓ An ORDER BOOK shall be kept at the PWD office on the site of the work.
- ✓ All orders (as far as possible) regarding the work are to **entered** in this BOOK.
- ✓ All ENTRIES shall be signed and dated by the PWD department officer in direct charge of the work and by the contactor.
- ✓ In important cases, the Executive Engineer or the Superintending Engineer will COUNTER SIGN the entries.
- ✓ The ORDER BOOK shall not be removed from the work.
- ✓ With the written permission of the Executive Engineer the ORDER BOOK can be removed.

58. Date of commencement and completion

- ✓ The contractor shall begin the work forthwith after receiving the notification of possession of site.
- ✓ He shall regularly and continuously proceed with the work.
- ✓ He shall complete the work
 - ✓ By the DATE OF COMPLETION as defined in “Articles of Agreement”.
 - ✓ Or within the sanctioned EXTENSION OF TIME.

58. Date of commencement and completion

- ✓ The contractor shall never entitled to claim any damages
 - ✓ If he incurs any expense or
 - ✓ Liabilities to payment under contractfrom the Government before the commencement defined above.

- ✓ The contractor shall have the right to withdraw from the contract and obtain refund of his security
 - ✓ If the intimation of handing over of site is delayed more than TWO MONTHS from the date of acceptance of the agreement by competent authority.

59. Delays and extension of time

- ✓ No **CLAIM** for compensation on account of **DELAYS OR HINDRANCES** to the work from any cause whatever shall be.
- ✓ Reasonable **EXTENSION OF TIME** will be allowed by the Executive Engineer (or by the officer competent to sanction) for unavoidable **DELAYS** from the causes beyond the control of the contractor.
- ✓ **EXTENSION OF TIME** also allowed in case any **HINDRANCES** caused by the written instructions of the Executive Engineer.
- ✓ The Executive Engineer shall assess the period of **DELAY or HINDRANCE** at Twenty five per cent (25%) in excess of the actual working period lost.

59. Delays and extension of time

- ✓ In the event of the Executive Engineer failing to issue necessary instructions and there by causing **DELAYS OR HINDRANCES** to the contractor , the contractor shall have the right to claim an assessment of such delay by the Superintending Engineer of the Circle.
- ✓ The decision of the Superintending Engineer is final and binding.
- ✓ The contractor shall Lodge in writing with Executive Engineer a statement of claim for any **DELAY or HINDRANCE** referred to above within **Fourteen Days (14 days)** from its commencement.
- ✓ If the contractor do not Lodge, the Extension of Time will not be allowed.

59. Delays and extension of time

✓ Whenever

- ✓ Authorized alterations or additions are made during the progress of work,
- ✓ The Executive Engineer opines that in consequence of such alterations or additions justify extension of time,
- ✓ Such extension will be granted in writing by the Executive Engineer or other competent authority when ordering such alterations or additions.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(a)

- ✓ TIME shall be considered as of the essence of the contract.
- ✓ If, at any time the Executive Engineer opines that the contractor is
 - ✓ Delaying commencement of work,
 - ✓ Violating any of the provisions of the contract,
 - ✓ Delaying the progress of work, as defined by the statement “Rates of Progress” in the “Articles of Agreement”

The Executive Engineer shall **ADVISE** the contractor in writing and demand compliance.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(a)

- ✓ If the contractor neglects to comply with such demand within **seven (7) days** after receipt of such notice,
IT shall be lawful for the Executive Engineer to determine the contract
- ✓ The determination shall carry with it
 - ✓ The forfeiture of the security deposit,
 - ✓ The total of the amount with held under clause 68 (Deposits),
 - ✓ The value of such work as may have been executed but not paid for,
- ✓ [Any higher authority than the Executive Engineer may, in his discretion, **Waive Or Modify** any penalty or forfeiture imposed by the Executive Engineer]

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(b)

- ✓ In spite of the failure of the contractor
 - ✓ To comply with the demand referred to in sub-clause(a) of this clause or
 - ✓ To maintain the “Rates of Progress” specified in the “Articles of Agreement + Extension of Time that may have been allowed ,

The Executive Engineer shall permit the contractor to proceed with the WHOLE or PART and continue and complete the WHOLE or SUCH PART of work.
- ✓ Such permission shall not be deemed to be a waiver in any respect by the Executive Engineer of the right of forfeiture under this clause.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(b)

- ✓ **Provided however that**
 - ✓ Any such forfeiture under this sub-clause shall not exceed 5 per cent of the total of the contract .
 - ✓ Any higher authority than the Executive Engineer may, in his discretion, Waive Or Modify any penalty or forfeiture imposed by the Executive Engineer under the provision of this clause.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(c)

- ✓ At any time the “Rate of Progress” in the agreement is not maintained, The Executive Engineer shall have the right to give any part of the work to any other contractor or contractors in order to maintain the “Rate of Progress”
- ✓ Upon the completion of that part of work that is withdrawn. The Executive Engineer shall certify the amount of expenditure incurred by the Department for getting the work completed by another contractor or contractors.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(c)

- ✓ Should the amount so certified be less than the amount which would have been due to the original contractor on completion of that part of work by him
The difference shall not be paid to the contractor.
- ✓ Should the amount so certified be more than the amount which would have been due to the original contractor on completion of that part of work by him
The difference shall be recovered from the original contractor by the Government.
- ✓ Such recovery shall not exceed 5% of the total Contract amount.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(c)

CLARIFICATION

Execution of balance work after determination of Contract under clause 60(c) of P.S. to A.P.D.S.S

Clarification has been made as to the mode of execution of the balance work and rate at which it may be let out.,

- ✓ The Executive Engineer shall have the right to allot the balance work on nomination to any other contractor at his discretion in order to maintain the “Rate of Progress”.
- ✓ The Executive Engineer need not invite tender so long as the balance work executed satisfactorily at the rate in the agreement of the original contractor.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts-(c)

CLARIFICATION

- ✓ If the Executive Engineer is unable to find a contractor to execute the balance work at the original agreement rates
He shall call for tenders at short notice at realistic rates.
- ✓ If the balance work completed by other contractor or contractors involves any **extra cost**
The difference shall be received from the original contractor under clause 60 (c).
Such recovery shall not exceed 5% of the total finished contract amount.

61. Suspension of the works by the Contractor

- ✓ The contractor shall suspend the work
 - On account of any legal restraint not occasioned by his own willful act or default,
 - On orders from the Government preventing the continuance of act or default,
 - On orders from the Government preventing the continuance of the extension of time has been sanctioned by the competent authority

61. Suspension of the works by the Contractor

- ✓ In case the contractor shall
 - Suspend the work on other than above said accounts,
 - Sublet the work or a portion of thereof without sanction of the Executive Engineer,
 - Neglect or fail to proceed with due care as laid down in the schedule rate of progress,

The Executive Engineer shall have the power to give notice in writing to the contractor to proceed with in accordance with the terms of contract.

61. Suspension of the works by the Contractor

- ✓ The notice given by the Executive Engineer
 - Shall not be unreasonable,
 - Shall not be aggressive,
 - Must specify that act or default on part of the contractor upon which the notice is based.
- ✓ After such notice shall have been given
 - The contractor shall not be at the liberty to remove from the site any of his plant or materials, placed there for the purpose of work.

61. Suspension of the works by the Contractor

- ✓ The Government shall have
 - ✓ Legal right on such plant and materials from the date of such notice being given until the notice shall have been complied with by contractor.
 - ✓ Power to post watchmen at the site of the works in order to prevent the removal of any plant or materials.
- ✓ The contractor shall comply with the notice in writing to the satisfaction of the Executive Engineer **within fourteen days (14)** after the notice have been given to him.
- ✓ In case the contractor shall fail to comply with
 - ✓ The Government may enter upon and take possession of the works, the site, the plant and materials.

61. Suspension of the works by the Contractor

- ✓ All such plant and material are at the disposal of the Government absolutely for the purpose of completing the work.
- ✓ If the Government exercise the above power and take possession of work, plant and materials
 - ✓ They may engage any other person to complete works.
 - ✓ They may exclude contractors, his agents from entry upon Power to post watchmen or access to the site.
 - ✓ They may allow the contractor or any person nominated by him at all reasonable times to inspect, survey and measure the works already executed by the contractor.

61. Suspension of the works by the Contractor

- ✓ The Government shall take all necessary steps for completing the works without undue delay or expense
 - ✓ Using the above plant and materials taken into possession and
 - ✓ Obtaining additional plant and materials as the Executive Engineer decides necessaryFor due fulfillment and completion of the work.
- ✓ Upon completion of the work, the Executive Engineer shall certify the amount of expense incurred, due to the fault of the contractor
 - ✓ In having the work completed by other persons and
 - ✓ Having credited the contractor with the value of materials only utilized in the work.

61. Suspension of the works by the Contractor

- ✓ Should the amount so certified be less than the amount which would have been due to the original contractor on completion of that part of work by him

The difference shall not be paid to the contractor by the Government.

- ✓ Should the amount so certified be more than the amount which would have been due to the original contractor on completion of that part of work by him

The difference shall be paid by the contractor to the Government.

61. Suspension of the works by the Contractor

- ✓ Should the amount so certified be less than the amount which would have been due to the original contractor on completion of that part of work by him

The difference shall not be paid to the contractor by the Government.

- ✓ Should the amount so certified be more than the amount which would have been due to the original contractor on completion of that part of work by him

The difference shall be paid by the contractor to the Government.

61. Suspension of the works by the Contractor

- ✓ The Government shall not be liable to make any payment on account of the use of such plant for the completion of the work.
- ✓ The Government give notice in writing at any time to the contractor to remove any of his plant or materials from the site and not required for completion of the works.
- ✓ If such plant or materials are not removed within fourteen days (14 days) of notice,
 - ✓ The Government may remove and sell the same and
 - ✓ Credit the amount to the contractor the money so obtained less the cost of removal and sale,

61. Suspension of the works by the Contractor

- ✓ In case the Government shall exercise the power contained in this clause 61 and shall complete the work by other persons
 - ✓ The Executive Engineer shall certify what amount had been reasonably earned or reasonably gained to the contractor in respect of the work then actually done by himAnd such certificate shall be final and binding on the contractor.
- ✓ When the Government shall exercise the power contained in this clause 61 and shall take into possession of work and site
 - ✓ The portion of the work done by the contractor shall be maintained by the Government at the risk and expense of contractor until the whole of the work is completed by other agency and the Government take into possession of total work.

62. Payment on lump-sum basis or by final measurement or unit prices- (a)

PAYMENT ::

- ✓ Payment for the work done by the contractor will be made on the basis of Measurements recorded in (i) Measurement Books or (ii) Level field books.

MEASUREMENTS ::

- ✓ Supervisor or above rank officer should Record.
- ✓ Assistant Engineer or above rank officer should Check Measure.

62. Payment on lump-sum basis or by final measurement or unit prices- (a)

STAGES OF RECORDING OF MEASUREMENTS ::

- ✓ During progress of the work,
- ✓ After completion of the work or
- ✓ After the work is Determined.

MEASUREMENTS AND CHECK MEASUREMENT ::

- ✓ Should be done in the presence of Contractor or his authorized agent and the contractor should accept them.
- ✓ In the absence of Contractor also Measurements and Check measurements can be done with a written notice to him.

62. Payment on lump-sum basis or by final measurement or unit prices- (b)

OVER/WRONG/UNAUTHORIZED PAYMENTS TO THE CONTRACTOR::

- If any such payments are made to the Contractor due to wrong interpretation of provisions or other wise, those will be deducted.
 - In the subsequent Bills of the Contractor,
 - In the Final Bill,
 - From the Security Deposits or
 - Bills under any other contract of the Government.

62. Payment on lump-sum basis or by final measurement or unit prices- (c)

ABSOLUTE RELEASE OF GOVERNMENT FROM ALL CLAIMS::

The accepted condition of the contract ::

- If a payment of final bill less withheld amount is paid to contractor and
- The contractor accept the final bill.

The Government is released from all further claims by the contractor.

63. Payment for additions and deductions for omissions

- ✓ The contractor is bound to execute all supplemental items that are found
 - ✓ (i) Essential,
 - ✓ (ii) Incidental and
 - ✓ (iii) Inevitable during the execution of work.

- ✓ The rates for the supplemental items are to be worked as detailed below.

63. Payment for additions and deductions for omissions –(a)

For **EXISTING ITEMS** of work in **EXCESS OF QUANTITIES SHOWN IN SCHEDULE 'A'** of the tender,

The rates payable shall be the **least of** the following values

- ✓ Tender Rate
- ✓ Standard Schedule of rates for item +/- Over all tender percentage accepted by competent authority.

63. Payment for additions and deductions for omissions –(b)

For **NEW ITEMS** directly deducible from **SIMILAR ITEMS** in the agreement,

The rates for **NEW ITEM** shall be derived as sum of

- ✓ Agreement rate of **SIMILAR ITEM**
- ✓ +/- Cost of difference in quantity of material or labour between the **NEW ITEMS** and **SIMILAR ITEM** (worked out with reference to the Schedule of rates adopted in the sanctioned estimate)
- ✓ +/- Over all Tender Percentage.

63. Payment for additions and deductions for omissions –(c)

For **NEW ITEMS** which do not correspond to any items in the agreement,

The rates for NEW ITEM shall be derived as sum of

- ✓ Standard schedule rate .
- ✓ +/- Over all Tender Percentage.

The “Standard Schedule of Rates (SSR) used in sub-clauses (a), (b) and (c) means the Schedule of rates which the Sanctioned Estimate is prepared.

63. Payment for additions and deductions for omissions –(d)(i)

In the event of the Contractor and the Executive Engineer FAILING to agree on a rate for such additional work.

The Executive Engineer may execute work by

- ✓ Employing other parties to carry out the additional work in the same manner as provide for under Clause 48. (As per Clause 48, the Subsisting Contractor should cooperate with employees send by the Executive Engineer)

63. Payment for additions and deductions for omissions –(d)(ii)

- The Executive Engineer shall give written orders to the contractor to execute the work.
- Accordingly, the contractor shall execute the work by procuring materials and employing labour.
- After completion of the work, the contractor shall produce the vouchers (for the material and labour employed) to the Executive Engineer within seven (7) days.
- The Executive Engineer shall pay the contractor the cost of labour and the material duly allowing 10% on their cost.

63. Payment for additions and deductions for omissions –(d)(ii)

- In case the Executive Engineer considers that the payment on the basis of vouchers presented is unduly high and if EACH ADDITIONAL payment is less than Rs 1000 less
 - He shall make payment in accordance such valuation as he considers fair and reasonable.
 - The decisions of the Executive Engineer on the matter shall be final.
- In case such amount exceeds Rs. 1000, the contractor shall have the right to submit the matter to arbitration as per Clause 73.

63. Payment for additions and deductions for omissions –(e)

- In case the Executive Engineer opines that
 - A RATE for the additional item is not capable of being properly arrived at prior to execution of work or
 - The QUANTITY cannot be arrive with proper measurements.
- Then the COST and PAYMENT of the items shall be dealt with as per preceding sub-clause (d)(ii).

64. No payment for unsanctioned extras

When variations by way of extras made

- ✓ The Executive Engineer give a written sanction
- ✓ Then only payment to the contractor is made.

65. Accounts, receipts and vouchers

✓ Up on request of the Executive Engineer to the contractor to furnish him all

- ✓ Invoices,
- ✓ Accounts,
- ✓ Receipts and
- ✓ Other vouchers

That he may require in connection with the contract.

66. Fraud, willful neglect or default

- ✓ The contractor shall not be relieved in any circumstances from his liability for any
 - ✓ Fraud,
 - ✓ Willful neglect or Default in execution of contract,
 - ✓ Willful or unauthorized deviations from the drawings, specifications, instructions and directions,Even though the final or other certificate of payment of completion, acceptance or settlement of accounts are finished.

67. Unfixed materials

- No payments or advance will be made for UNFIXED materials when the rates are for finished item of work.
 - That is, payment will not be made on mere collection and stacking of materials at site.

68. Payments and certificates

- ✓ The contractor shall prepare a sufficiently detailed bill based on quantities and rates in the contract (Schedule A) to the satisfaction of the Executive Engineer and apply for **certificate to claim the Bill**.
- ✓ The Executive Engineer or the **Sub-Divisional Officer** shall check that claim and issue certificates within fourteen days (14 days) of application.
- ✓ No application for a certificate shall be made within fourteen days (14 days) of a previous application.

68. Payments and certificates

INTERMEDIATE PAYMENT

- ✓ The Executive Engineer or the **sub-divisional officer shall** issue certificates at reasonably frequent intervals.
- ✓ Within **fourteen days** (14 days) of each certificate, an **intermediate payment** will be made by the Executive Engineer of the sub-divisional officer a sum equal to $92 \frac{1}{2}\%$ of the value of work.
- ✓ The balance $7 \frac{1}{2}\%$ will be withheld and retained as a security for the due fulfillment of the contractor.

68. Payments and certificates

FINAL PAYMENT

- ✓ The Executive Engineer or the **sub-divisional officer** shall issue certificates on **completion of the entire works**.
- ✓ The contractor will receive the **final payment** of all moneys due to him under or by virtue of contractor except
 - ✓ Earnest Money Deposit retained as security and
 - ✓ A sum equal to 2 ½ of total value of work doneProvided there is no recovery from or forfeiture by the contractor to be made under clause 60.

68. Payments and certificates

DEPOSITS

- ✓ The Amount withheld from the final bills is retained under “Deposits”.
- ✓ This deposit and the earnest money deposit will be paid to the contractor after a period of **six months (6 months)** as all defects shall have been made good according to true intent and meaning thereof.
- ✓ In case of works like Conveyance of materials, supply of materials, silt clearance, the deposit amount could be refunded after the work is completed in accordance with the terms of the Agreement.

68. Payments and certificates

- ✓ The certificate of the Executive Engineer or the Sub-Divisional officer shall not be considered conclusive evidence as to the sufficiency of
 - ✓ Any of work,
 - ✓ Materials or
 - ✓ Correctness of measurementsTo which it relates .
- ✓ This certificate shall not relieve the contractor from his liability to make good defects as provided by the contractor.

68. Payments and certificates

ROUNDING RULES

- ✓ In calculating the amount of each item in the bill for payment
 - ✓ Fractions of below five paise shall be omitted,
 - ✓ Five paise or over shall be reckoned as ten paise.
- ✓ In calculating the total on each bill for payment
 - ✓ Fractions of less than half rupee shall be disregarded,
 - ✓ Half rupee and over shall be reckoned as one rupee.

[68. Payments and certificates]

MECHANICAL CONTRACTS

- ✓ This clause 68 will not apply to the contracts for
 - ✓ Designing, Manufacture, Supply, Erection, TestingWhere **SPECIAL CONDITIONS** are incorporated.
- ✓ As per the **SPECIAL CONDITION**
 - ✓ Retention of 10% of the contract value for twelve months (12 months) and
 - ✓ Payment made up to 90% of the contract value on erection and testing.

69. Interest on money due to contractor(a)

- ✓ Any omission by the Executive Engineer or the Sub-Divisional Officer to pay the amount due up on certificate shall not impair or void the contract.
- ✓ The contractor shall not be entitled to interest upon
 - ✓ Any guarantee fund or payments in arrears
 - ✓ Any balance amount found to be due to him (on final settlement of accounts).

69. Interest on money due to contractor(b)

- ✓ Whenever the contractor deposits the withheld amount with the Executive Engineer in the form of interest bearing securities
 - ✓ Forthwith the equivalent withheld amount shall be paid to the contractor.
- ✓ The amount so deposited by the contractor shall be recognized for the purpose by the AP Public Works Account Code and subject the provisions contained therein.
- ✓ The contractor is permitted to avail the option in this clause 69
 - ✓ Subject to the condition that the rate of progress contained in the Articles of Agreement is properly maintained.

70. Acceptance of Final measurements

- ✓ Before payment of the final bill shall be made on the contract, the contractor agrees that he will sign and deliver a valid release and discharge certificate to the Executive Engineer either in Measurement Book or other wise as demanded.

A valid release and discharge from any and all claims and demands whatsoever for all matters arising out of, are connected with the contract.

- ✓ Nothing in this clause shall discharge and release the contractor from his liabilities under the contract.

70. Acceptance of Final measurements

- ✓ The contractor shall produce a certificate from the income tax authorities that all I.T. payable by him up-to-date has been duly paid in the case of contract whose value is over Rs.10,000.
- ✓ It is further expressly agreed that Executive Engineer in supplying the final measurement certificate, need not be found by the preceding measurements and payments.
- ✓ The final measurements, if any, of the Executive Engineer shall be
 - ✓ Final
 - ✓ Conclusive and
 - ✓ Binding on the contractor.

71. Recovery of money from contractor in certain case

- In every case which provision is made for recovery of money from the contractor .
 - The Government shall be entitled to retain or deduct the amount thereof from any money
 - That may be due or
 - That may become due
 - To the contractor
 - Under these presents or
 - Under any other contract or contracts or
 - Any other account what so ever.

72. Contractor dying, becoming insolvent, insane or imprisoned

- ✓ The Executive Engineer may opt to terminate the contract in the event of
 - ✓ The death of the contractor or
 - ✓ Insolvency of the contractor or
 - ✓ Imprisonment of the contractor or
 - ✓ Where the contractor being a partnership or firm becomes Dissolved or
 - ✓ Corporation goes into liquidation (voluntary or otherwise).

72. Contractor dying, becoming insolvent, insane or imprisoned

- ✓ The Contract may be terminated by
 - ✓ Notice in writing posted at site of the works and
 - ✓ Advertising in one issue of the local District Gazette,
- ✓ The payment will be made forthwith to the person or persons entitled to receive and give a discharge for the payment such that .
 - ✓ All accepted and acceptance works be measured up and paid for
 - ✓ The rates provided in the contract schedule, where such apply, or
 - ✓ Most recent schedule of rates of the division approved by the competent authority.

73. Arbitration

TIME/ STAGES of Arbitration

At any of the following stages the Arbitration can be referred.

- ✓ During the progress of works or
- ✓ After completion of the works or
- ✓ After determination of the works or
- ✓ After Abandonment of the works by contractor or
- ✓ After breach of work.

73. Arbitration

ISSUES of Arbitration

- ✓ As to the interpretation of the contract
- ✓ As to any matter or thing arising there under except
 - ✓ As to the matters left to the sole discretion of the Executive Engineer under clauses 20, 22, 27(c), 36, 37 and 40 of PS
- ✓ As to the withholding by the Executive Engineer or payment of any bill to which the contractor may claim to be entitled.

73. Arbitration

- ✓ In case of any DISPUTE OR DIFFERENCE (D/D) between the parties to the contract
 - ✓ (i) During any of the above stages and
 - ✓ (ii) On any of the above issuesThen either party forthwith give to the other notice of such dispute or difference.
- ✓ Such dispute or difference shall be and is hereby referred to the Arbitration of the Superintending Engineer mentioned in the “Articles of Agreement” – called “Arbitrator”.

73. Arbitration

- ✓ The Award of such Arbitrator shall be final and binding on the parties unless contested by either party in Court of Law.
- ✓ In cases where the Executive Engineer has entered into the contract on behalf of the Governor, in the first instance, the dispute or difference shall be referred by or through the Executive Engineer to the Superintending Engineer of the Circle and his decision there upon obtained before referring such dispute or difference to arbitration under this clause.
- ✓ Progress of the work shall not be suspended or delayed on account of the reference of any D/D to the Superintending Engineer or to Arbitration under this clause.

73. Arbitration

- ✓ The decision of the Executive Engineer or the Superintending Engineer of the Circle on such D/D shall be conclusive and until reversed by the Superintending Engineer or Arbitrator.
- ✓ The Arbitrator shall fix a period to file a statement of the case.
- ✓ Within the above fixed period either party may file before the arbitrator a statement of the case and also all the documents relating to or having a bearing on the case.
- ✓ If reasonably possible, the Arbitrator shall set that the award is passed within four months (4 months) from the date of his entering up on the reference.

73. Arbitration

- ✓ If the Arbitrator considers an extension of the period of passing award is necessary

Either on his own or on application either party to the reference

The parties hereby agree and consent to such extension as the arbitrator time to time considers reasonably necessary.

- ✓ The Arbitrator shall forthwith communicate in writing such an extension to either party.
- ✓ The Arbitrator may pass an award on the documents or statements of the case filed by both the parties under or on personal inspection.

73. Arbitration

- ✓ **The Arbitrator shall**
 - ✓ **Not be bound to observe ordinary rules of procedure applicable to trials before Judicial tribunals**
 - ✓ **Not to here to receive formal evidence .**
- ✓ **The Arbitrator shall have power to view the subject matter of the dispute with or without the parties or their agents.**

THE DISCRETION POWER S OF ARBITRATOR and
THE PROCEDURE FOR PASSING AN AWARD.

The above details are given in last part of First Para, in Second Para and in Third Para of Clause 73.

73. Arbitration

- ✓ The Payment to the contractor based on the Arbitration award shall be made only
 - ✓ After acceptance of the award by the Chief Engineer if the value of the award is less than Rs. 20,000.
 - ✓ After acceptance of the award by the Government if the value of the award is Rs. 20,000 above.

73. Arbitration

NOTE 1:-Arbitration awards whose value is below Rs. 20.000:

- ✓ The Chief Engineer is authorised to accept the award.
- ✓ The C.E. shall make a review of the award within 15 days of service of notice in consultation with the local counsel.
- ✓ If the Local Counsel opines the award has to be contested, he shall file an application in the Court within 30 days of service of notice and take steps to contest the award.
- ✓ If the C.E. considers it not advisable to act according to the advice of Local Counsel, he shall refer the matter to the Government for examination within 15 days of notice.

73. Arbitration

Arbitration awards whose value is Rs. 20.000 or above:

- ✓ If the C.E. shall make a review of the arbitration and submit a report within 10 days of the notice.
- ✓ For all appreciation of the case, the Chief Engineer shall furnish to the Government
 - ✓ Summery of the case,
 - ✓ Copy of the Agreement for the work,
 - ✓ The facts pressed before the arbitrator by both the parties and
 - ✓ The recommendations of the Chief Engineer.

73. Arbitration

Arbitration awards whose value is Rs. 20.000 or above:

- ✓ The Government shall consult the law department and will take a decision whether the award should be accepted or not.
 - ✓ The Government then communicate the decision within 25 days of service of notice to enable the Chief Engineer
 - ✓ Either to take action on the basis of the award
 - ✓ Or to file an application in the Court e for filing the award
- Within 30 days of service of notice and contesting it.

73. Arbitration

NOTE 2: (COURT FEE STAMPS)

- ✓ The **Application of contractors** seeking arbitration should bear a Court fee stamp as per Andhra Pradesh Court Fees , but stamp duty need be levied.
- ✓ The Award passed by arbitrator shall be on stamped paper.
- ✓ The value of that Stamped paper shall be according to the value of claim to which the award relates.
- ✓ If the aggrieved (distressed) party goes to a Court of Law challenging the award, he should pay necessary Court fee.

[73. Arbitration]

NOTE 3: (MODIFICATION by G.O.Ms.No.158 TR&B, dt 13-7-92)

- ✓ Except as otherwise provided in the contract any dispute and differences arising out of or relating to the contract shall be referred to adjudication as follows.
- I. **(i) Settlements of all Claims up to Rs. 50,000 in value by way of Arbitration to be referred as follows :**
 - (a) Claims upto Rs. 10,000 value.
Superintending Engineer of another Circle in the Dept.
 - (b) Claims Rs. 10,000 to 50,000 in value.
Another Chief Engineer of the same Department.

[73. Arbitration]

NOTE 3: (MODIFICATION by G.O.Ms.No.158 TR&B, dt 13-7-92)

- ✓ The arbitration proceedings will be conducted in accordance with the provisions of the Arbitration Act, 1940 as amended from time to time.
- ✓ The Arbitrator shall invariably give reasons in the award.

II. Settlements of all Claims above Rs. 50,000 in value ::

- ✓ All these shall be decided by the Civil Court of competent jurisdiction by way of regular suit and NOT by ARBITRATION.
- ✓ A reference for adjudication under this Clause shall be made by either party to the contract within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment.

WHY this EXERCISE

1. Teaching is the best way of learning.
2. Power point is best tool for teaching.
3. Hence I opted for PPT in order to learn PS to APDSS.
4. Each Section is presented in a simple form without changing the meaning.
5. Sections are split into number of statements.
6. Legal words and technical words are not changed.
7. Long sentences are split into small and meaning full sentences without effecting true meaning.
8. Any suggestions are acknowledged.
9. **8-Oct-2013**

REFERENCES

1. The Andhra Pradesh Public Works Department Code.
2. The Andhra Pradesh Public Works Account Code.
3. The Andhra Pradesh Detailed Standard Specification.
4. The Andhra Pradesh Standard Scheduled Rates and Standard Data.
5. Internet Explorer.